खाजगी बँकांना मर्यादित प्रमाणात शासकीय बँकींग व्यवहार हाताळण्याची परवानगी देण्याबाबत....

महाराष्ट्र शासन वित्त विभाग

शासन निर्णय क्र. संकीर्ण २०२०/प्र.क्र.५१/२०/कोषा.प्रशा.५

मादाम कामा मार्ग, हुतात्मा राजगुरु चौक, मंत्रालय, मुंबई - ४०० ०३२. तारीख: ३ मार्च, २०२१.

संदर्भ : वित्त विभाग,शासन निर्णय क्र.संकीर्ण-२०२०/प्र.क्र.५१/२०/कोषा प्रशा-५, दि.१३ मार्च. २०२०

प्रस्तावना:-

संदर्भाधीन शासन निर्णयान्वये शासकीय कार्यालये, सार्वजनिक उपक्रम व महामंडळे इ.कडील बँकींग विषयक व्यवहार केवळ राष्ट्रीयकृत बँकांमार्फत करण्याचे धोरण घोषित करण्यात आलेले आहे. त्यानुषंगाने शासकीय बँकींग व्यवहार करण्यास तसेच सार्वजनिक उपक्रम व महामंडळे यांच्याकडील अतिरिक्त निधी गुंतविण्यासाठी केवळ राष्ट्रीयकृत बँकांनाच मान्यता देण्यात आलेली आहे. याशिवाय आहरण व संवितरण अधिकारी यांचे वेतन व भत्ते प्रयोजनासाठीचे कार्यालयीन बँक खाते आणि निवृत्तीवेतन धारकांचे वैयक्तिक निवृत्तीवेतन बँक खाते याबाबत शासनाशी करार केलेल्या राष्ट्रीयकृत बँकांना मान्यता देण्यात आली आहे.

तथापि काही विभागांनी उपरोक्त शासन निर्णयापूर्वीच त्यांच्याकडील विविध योजनांचे निधी संकलन व वितरण सुलभ होण्यासाठी काही खाजगी बँकांनी तयार केलेल्या "संगणकीय प्रणाली" चा वापर सुरु केला होता. तसेच काही विभागांनी खाजगी बँकांकडून अद्ययावत तंत्रज्ञान आधारित मिळणाऱ्या सोयीसुविधा विचारात घेता, खाजगी बँकानी तयार केलेल्या संगणकीय प्रणाली वापरण्याची आवश्यकता वित्त विभागाकडे प्रतिपादन केली आहे. याशिवाय कर्मचाऱ्यांचे वेतनासाठी असलेल्या कार्यालयीन बँक खात्यांमध्ये सदर रकमा या अत्यंत अल्प कालावधीसाठीच जमा असतात. त्यामुळे खाजगी बँकांकडून वेतन प्रयोजनासाठी मान्यता देण्याची विनंती करण्यात येत आहे. निवृत्तीवेतन वितरणाच्या दृष्टीने देखील खाजगी बँकांचा विचार केल्यास निवृत्तीवेतनधारकांना नजीकच्या बँकेत खाते उघडण्याचा पर्याय उपलब्ध होऊ शकेल. या सर्व बाबींचा विचार करता, मर्यादित प्रमाणात खाजगी बँकांना शासकीय बँकींग व्यवहार हाताळण्यास परवानगी देण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय :-

9. विभागांना त्यांचेकडील विविध योजनांची परिणामकारक व गतिमान अंमलबजावणी करण्याच्या हष्टीने खाजगी बँकांच्या मदतीने संगणकीय तंत्रज्ञान आधारित प्रणाली /सेवा वापरावयाची असल्यास त्यासाठी वित्त विभागाची सहमती घ्यावी. तद्नंतर प्रचलित नियम व कार्यपध्दतीचे पालन करुन पुढील उचित कार्यवाही करावी. तथापि अशी सेवा घेण्यासाठी कोणतेही अतिरिक्त शुल्क खाजगी बँका आकारणार नाहीत व शक्यतो "T+9" पेक्षा जास्त कालावधीसाठी बँकेमध्ये निधी पडून राहाणार नाही

याची दक्षता संबंधित विभागाने घ्यावी. सदर बाबीचे पालन होत असल्याची खात्री संबंधित विभागाने बँकेकडून आवश्यक माहिती (MIS) मासिक तत्वावर मागवून करावी तसेच सदर माहिती वित्त विभागास देखील उपलब्ध करुन द्यावी.

- २. आहरण व संवितरण अधिकारी यांची शासकीय कर्मचाऱ्यांचे वेतन व भत्ते वितरणाच्या प्रयोजनासाठी असलेली कार्यालयीन बँक खाती शासन मान्यता देईल अशा खाजगी बँकांमध्ये उघडता येतील. तथापि अशा बँक खात्यामध्ये कर्मचाऱ्यांच्या वेतन व भत्ते या व्यतिरिक्त अन्य कोणताही निधी जमा करता येणार नाही.
- 3. निवृत्तीवेतनधारकांना स्वेच्छेने, शासनाने मान्यता प्रदान केलेल्या कोणत्याही खाजगी बँकेत निवृत्तीवेतन खाते उघडता येईल.

उपरोक्त २ व ३ च्या प्रयोजनासाठी खाजगी बँकांनी शासनासोबत स्वतंत्र करार करणे आवश्यक आहे. त्याबाबतची कार्यपध्दती वित्त विभागाकडून स्वतंत्ररित्या घोषित करण्यात येत आहे. बँकेस विनामुल्य काही अतिरिक्त सेवा देण्याची इच्छा असल्यास त्याचा तपशील करारामध्ये नमूद करता येईल.

४. शासकीय कार्यालये, सार्वजनिक उपक्रम, महामंडळे यांना खाजगी बँकांमध्ये अतिरिक्त निधी गुंतवण्यास किंवा मुदत ठेवी ठेवण्यास प्रतिबंध करण्याच्या संदर्भीय शासन निर्णयात नमूद केलेल्या धोरणात कोणताही बदल करण्यात आलेला नाही याची नोंद घ्यावी.

सदर शासन निर्णय महाराष्ट्र शासनाच्याwww.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०२१०३०३१६०६१०१२०५ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

(इंद्रजित गोरे) शासनाचे उपसचिव

प्रत.

- १.मा.विरोधी पक्षनेता, विधानसभा / विधान परिषद, महाराष्ट्र विधानमंडळ सचिवालय,मुंबई.
- २.सर्व मा.विधानसभा / विधान परिषद व संसद सदस्य,
- ३.मा.राज्यपाल यांचे सचिव
- ४.मा.मुख्यमंत्री यांचे प्रधान सचिव

- ५.मा.उपमुख्यमंत्री यांचे सचिव
- ५.सर्व मा.मंत्री व मा.राज्यमंत्री यांचे खाजगी सचिव
- ६.सर्व मंत्रालयीन प्रशासकीय विभाग
- ७.सर्व मंत्रालयीन प्रशासकीय विभागांच्या अधिन असलेल्या सर्व विभागांचे व कार्यालयांचे प्रमुख
- ८.प्रबंधक, मुळ न्यायालय शाखा, उच्च न्यायालय, मुंबई
- ९.प्रधान महालेखापाल (लेखापरीक्षा)- १, महाराष्ट्र, मुंबई
- १०.प्रधान महालेखापाल (लेखा व अनुज्ञेयता)-१, महाराष्ट्र, मुंबई
- ११.महालेखापाल (लेखापरीक्षा)-२, महाराष्ट्र, नागपूर
- १२.महालेखापाल (लेखा व अनुज्ञेयता)-२, महाराष्ट्र, नागपूर
- १३.आयुक्त, आयकर (TDS) चर्नीरोड, मुंबई ४००००२
- १४.आयुक्त, आयकर (TDS) सिव्हील लाईन, नागपूर ४४४००१
- १५.प्रबंधक, उच्च न्यायालय (अपील शाखा) मुंबई
- १६.सचिव, महाराष्ट्र लोकसेवा आयोग, मुंबई
- १७.सचिव, महाराष्ट्र विधीमंडळ सचिवालय, मुंबई
- १८.प्रबंधक, लोक आयुक्त व उपलोक आयुक्त यांचे कार्यालय, मुंबई
- १९.प्रबंधक, महाराष्ट्र प्रशासकीय न्यायाधिकरण, मुंबई
- २०. मुख्य माहिती आयुक्त, महाराष्ट्र राज्य, मुंबई
- २१.विशेष आयुक्त, महाराष्ट्र सदन, कोपर्निकस रोड, नवी दिल्ली
- २२.सर्व विभागीय आयुक्त
- २३.सर्व जिल्हाधिकारी
- २४.सर्व जिल्हापरिषदांचे मुख्य कार्यकारी अधिकारी
- २५.संचालक , लेखा व कोषागारे, मुंबई
- २६.अधिदान व लेखा अधिकारी, मुंबई
- २७.सहसंचालक,लेखा व कोषागारे,कोकण/पुणे / नाशिक/औरंगाबाद/ अमरावती/नागपूर
- २८.संचालक, स्थानिक निधी लेखापरीक्षा, कोकण भवन, नवी मुंबई
- २९.सहसंचालक,स्थानिक निधी लेखापरीक्षा कोकण/पुणे/ नाशिक/औरंगाबाद/ अमरावती/ नागपूर
- ३०.वित्त विभागातील सर्व कार्यासने
- ३१.निवड नस्ती कोषा प्रशा.५



महाराष्ट्र शासन

वित्त विभाग, मंत्रालय (विस्तार), दालन क्र.३३७, मादाम कामा मार्ग, हुतात्मा राजगुरु चौक, मुंबई-४०० ०३२

क्रमांक:संकीर्ण-२०२०/प्र.क्र.५१/२०/कोषा प्रशा ५

दिनांक:- ३ मार्च,२०२१.

प्रति,

महाप्रबंधक / प्रबंधक

_____<u>a</u> <u>a</u> <u>a</u>

विषय: खाजगी बँकांना मर्यादित प्रमाणात शासकीय बँकींग व्यवहार हाताळण्याची परवानगी देण्याच्या अनुषंगाने शासनास प्रस्ताव सादर करणेबाबत....

संदर्भ : १.वित्त विभाग,शासन निर्णय क्र.संकीर्ण-२०२०/प्र.क्र.५१/२०/कोषा प्रशा-५, दि.१३ मार्च, २०२० २. वित्त विभाग,शासन निर्णय क्र.संकीर्ण-२०२०/प्र.क्र.५१/२०/कोषा प्रशा-५, दि. ३ मार्च, २०२१

महोदय/महोदया,

उपरोक्त संदर्भ क्र. २ च्या शासन निर्णयान्वये खाजगी बँकांना मर्यादित प्रकरणी शासकीय बँकींग व्यवहार हाताळण्याची परवानगी देण्याचा निर्णय शासनाने घेतला आहे. त्यानुसार आहरण व संवितरण अधिकारी यांचे वेतन व भत्ते या प्रयोजनासाठीचे बँक खाते व निवृत्तीवेतन धारकांचे निवृत्तीवेतन बँक खाते या बँकींग व्यवहारासाठी केवळ शासनाशी करार केलेल्या खाजगी बँकांना मान्यता देणे प्रस्तावित आहे. तरी याप्रकरणी शासनाशी करार करण्यास इच्छुक खाजगी बँकांच्या मुख्य शाखांनी खालील माहितीसह शासनाकडे प्रस्ताव दि.३१ मार्च, २०२१ पर्यंत सादर करावेत.

- १. बँकेचे नांव :
- २. बँकेच्या मुख्यालयाचे ठिकाण :
- ३. दि.३१ मार्च, २०२० रोजीचे नक्त मुल्य

- ४. भारतीय रिझर्व्ह बँकेकडील नोंदणीचा प्रकार
- ५. शासनासोबत करार करण्यासाठी प्राधिकृत केलेल्या अधिकाऱ्याचे नांव व पदनाम
- ६. बँकेस विनामुल्य काही अतिरिक्त सेवा देण्याची इच्छा असल्यास त्याचा तपशील करारामध्ये नमूद करावा.

बँकेच्या मुख्यालयाने सदरचा प्रस्ताव त्यांच्या प्रबंधक /महाप्रबंधक यांच्या सही व शिक्क्यासहित श्रीमती यो.रा.गावठे, कार्यासन अधिकारी, कोषा प्रशा-५, वित्त विभाग, मंत्रालय, मुंबई - ४०० ०३२ यांचेकडे सादर करावा. प्रस्तावासोबत वेतन व निवृत्तीवेतन बँकींग व्यवहारासाठी दोन स्वतंत्र कराराचे नमुने प्रत्येकी रु.१०००/- च्या स्टॅम्प पेपरवर सादर करावेत. सोबत दोन्ही कराराचे नमुने जोडण्यात आले आहेत.

आपली

(यो.रा.गावठे)

कार्यासन अधिकारी, कोषा प्रशा-५

सहपत्र : वरीलप्रमाणे

AGREEMENT BETWEEN

GOVERNMENT OF MAHARASHTRA (SALARY ACCOUNTS)

AND	
E	BANK

This agreer Thousand Twen executive power the Dy. Secreta	of the Gove	een the Gernment o	overnor, S f the State	tate of Ma of Mahar	aharash ashtra	ntra, exe represe	ercising ented by
Maharashtra, he	ereinafter re	eferred to	as the "	Governm	ent of	Mahar	rashtra"
(which expressi	on shall un	less repug	gnant to th	nis conte	xt there	eof incl	lude its
permitted suc-	cessors ar	nd assig	ns) of	the O	NE :	PART	AND
	_(Name of	the Banl	k)		, E	Bank,	a body
corporate, const							
of Underta	ıkings)	Act,	1970	havin	g	its	Head
Office,							
				hereinafi	ter refe	erred to	as "the
Bank" (which ex	cpression sh	all Unless	repugnan	t to the co	ontext 1	thereof	include
its permitted suc	cessors and	assigns)	of the OTI	HER PAR	RT.		

WHEREAS Government of Maharashtra has decided to disburse the

Salaries and Allowances of its employees through the bank by Cheques / by pay Orders / by direct Credit into the salary accounts of the employees

(hereinafter referred to as the "said scheme");

AND	WHEREAS	the bank ha	as by its	letter	No	dated
	off	ered their ser	vices for	the im	plementati	on for the said
schem	e;					
AND	WHEREAS t	he Governme	ent of Ma	harasht	ra has vid	le its G.R. F.D.
No			_appointe	ed		(Name of the
Bank) schem	,					lement the said
	ereby agreed to cond Part as f		between t	he party	of First P	art and Party of
	Agreement shan valid unless					and shall greement.

By the Agreement following expression would mean as Under:

- 1. (a) Drawing and Disbursing Officers mean the officer designated and authorized by the appropriate authorities to draw the salaries and allowances of the employees in his office, at a given point of time (hereinafter referred to as D.D.O.)
- (b) Drawing and Disbursing Officers Account means the account opened and operated by the D.D.O. with the authorized bank the purpose of the distribution of salaries and allowances of the employees in his office (hereinafter referred to as "D.D.O. Account")
- 2. The Drawing and Disbursing Officer shall apply to bank for opening an account in his designation for the purpose of disbursement of salaries and allowances of the employees in his office.
- 3. The D.D.O. Account shall always be operated by the person authorized as D.D.O. at given point of time.
- 4. The Bank shall ensure that only Drawing and Disbursing Officer who has been authorized to operate the account and shall make adequate arrangement to prevent any fraudulent operation of the D.D.O. Account by any third person.
- 5. The bank shall indemnify the Govt. of Maharashtra against any over payment/fraudulent payment, resulting in the loss of the monies of the Government of Maharashtra, if the same is caused due to any negligence, omission on the part of the bank in not following or strictly adhering to the instructions issued from time to time by the Government of Maharashtra.

- 6. The D.D.O. will insure that this account shall always remain prefunded before or at the time of making a request for issuances of pay order / issuances of any cheque / direct credit to the salary account of the employee or transferring the money through E.C.S. to employee account in other bank. If the salary account of the employee is in the same branch or in the other branch of the same bank, the bank shall undertake to transfer the salary amount from the D.D.O. account to the employee account as soon as the effect of cheque is cleared. The bank should immediately without any float, transfer the salary account by E.C.S., if the employee is having an account in same other bank or the bank shall issue the salary cheque or pay order on the same day without keeping float. The bank shall not claim any charge for extending these facilities.
- 7. The bank shall be solely responsible for allowing overdraft in the account of the employee and the Government does not take any responsibility for the same.
- 8. The bank shall be allowing the opening of the D.D.O. account without any initial deposit / balance and shall not insist upon the condition of minimum balance to be maintained in the D.D.O. account.
- 9. The bank shall provide adequate number of blank cheque books free of cost to the Drawing & Disbursing Officer. The bank shall also issue pay orders free of cost as per the requisition of the Drawing and Disbursing Officer for disbursement of salaries and allowances well in time and shall ensure smooth functioning of the scheme.
- 10 The Bank shall not charge any type of commission while implementing the said scheme.
- 11. The Bank shall not damand agency charges for any transactions under the said scheme.
- 12. The Bank shall open, without any additional charges, Salary Saving Accounts of all Govt. employees including Class IV Employees with zero balance. The Bank shall allow the Government employees to maintain Zero Minimum balance in the account. The Bank shall also provide facility of free ATM / Debit Cards, one free cheque book as per the bank's rule and free monthly statement / pass book to the Government employee should be provided by the Bank.

- 13. At no point of time, the Bank will impose on the D.D.O.s or the employees in any manner whatsoever, any cost of the services or facilities mentioned above which are to be provided by the Banks free of cost. Further, at no point of time shall the bank withdraw or suspend any of these facilities or services from the DDOs or employees.
- 14. The Bank shall do and validate the basic one time data entry of the information regarding the employees free of cost based on the authenticated information given by the DDO to the bank.
- 15. The Government of Maharashtra agrees that it shall keep the bank informed about any change in the method of operation of accounts.
- 16. i) Both parties shall at all times conduct themselves within the parameters of Law and shall not commit or permit the commission of any offence and in event of any offence being committed by either party the other party shall not be directly or vicariously liable.
- ii) Both parties at any time agree to maintain all such security precautions, checks and controls as may be necessary for or in connection with the discharge of their respective duties and obligations under the agreement.
- iii) Any notice or notification in connection with the agreement shall be in writing and any notice or other hereto shall be addressed to bank or Government of Maharashtra at their respective addresses mentioned hereinabove.
- 17. The Government will use standard stationary supplies by the bank to operate the account.
- 18. Under no circumstances the Bank can attach the DDOs account.
- 19. In order to monitor the scheme, the Bank shall provide the concerned DDO on a monthly/periodical basis, with the information in statement form regarding the time and date of receipt of cheque from DDO, date of clearance of the cheque and the date of transfer of salary to employees except by direct transfer in the same and other branches of their bank or issue pay order to transfer by ECS.
- 20. The Government of Maharashtra shall be entitled to terminate the agreement by giving prior written notice to the bank not less than 30 days on the grounds as follows:
- (i) in case of breach of any, or part of the terms and condition of this agreement by the bank.

(ii) If there is violation in the performance of a Contract on part of the bank.

OR

- (iii) Any other reason, which may deem fit or sufficient to the Government of Maharashtra.
- 21. If the Bank decided to terminate the agreement, a prior written notice not less than thirty days shall be given to the Government of Maharashtra.
- 22. All disputes and differences arising out of the clauses of this agreement as regarding interpretation of any clause or clauses herein above shall be referred to and decided by the Principal Secretary/Additional Chief Secretary (Finance Department), Government of Maharashtra who shall be the sole arbitrator and his decision shall be final binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable to the dispute arising out of clauses of this Agreement.
- 23. All legal disputes are subject to the jurisdiction of Mumbai Civil Courts only.
- 24. A list of other facilities which the bank desires to provide free of any charges is attached herewith as Annexure "A".

SINGED, SEALED & DELIVERED By]
Shri]
Dy. Secretary (Accounts & Treasuries)]
For & on behalf of the Government]
of Maharashtra in the presence of]
(i)	
(ii)	

SINGED, SEALED & DELIVERED By the]
within named Bank by the hand]
of shri]
General Manager & Zonal Head,]
Zonal Office, Mumbai]
in the presence of]
(i)	
(ii)	

AGREEMENT BETWEEN

GOVERNMENT OF MAHARASHTRA (PENSIONER'S ACCOUNTS)

AND	
	BANK

	This	agreement	is	made	at	Mumb	ai	on	the		da	ιy
of						Two	Th	ousa	nd	Twenty	y Or	ıe
betv	veen the	e Governor, S	State o	of Mahar	asht	ra, exerc	eising	g exe	cuti	ve powe	er of th	ıe
Gov	ernmen	nt of the Sta	te of	` Mahara	shtra	a repres	ente	d by	the	Dy. Se	ecretai	у
(Acc	counts	& Treasuri	ies),	Finance	Dε	partmer	nt, (Govt	. of	Maha	rashtr	a,
here	inafter	referred to a	s the	"Govern	men	t of Mah	naras	htra'	' (wł	nich exp	ressic	n
shal	l Unles	s repugnant t	to thi	s context	the	reof incl	ude	its p	ermi	tted suc	ecesso	rs
and	assign	s) of the (ONE	PART	AN	D				(Name	of th	ıe
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und	er the E	Banking Com	panie	es (Acqu	isitic	on & Tra	ansfe	er of	Und	lertaking	gs) Ac	it,
1970	0	having		its		Head		Of	fice			,
			h	ereinafte	r re	ferred	to a	as "1	the	Bank"	(whice	:h
expi	ression	shall Unless	repu	gnant to	the	context	there	eof ir	ncluc	de its pe	ermitte	ed
succ	essors	and assigns)	of the	e OTHE	R PA	ART.						

WHEREAS Government of Maharashtra has decided to disburse the

Pension and Pension Benefits, and payment and all other payment payable by the DDOs of its pensioner through the bank by Cheques / by pay Orders / by direct Credit into the pension accounts of the Pensioner (hereinafter referred to

as the "said scheme");

	AND	WHEREAS	the	bank	nas	вy	IIS	letter
No.			•	dated _			offered	their
servi	ces for th	e implementation	n for the	said sche	eme;			
	AND V	VHEREAS the	Governn	nent of M	1aharash	itra ha	s vide its	s G.R.
F.D.1	No							
<u>ap</u> po	inted	(Na	ame of th	ne Bank)_			, B	ank as
		banker to imple						
of the		eby agreed to and Part as follows:	l by and	between t	he party	of Firs	t Part and	i Party
rema		greement shall c						i shall

By the Agreement following expression would mean as Under:

- 1.(a) Drawing and Disbursing Officers mean the officer designated and authorized by the appropriate authorities to draw the Pension and Pension Benefits of the Pensioner in his office, at a given point of time (hereinafter referred to as D.D.O.)
 - (b) Drawing and Disbursing Officers Account means the account opened and operated by the D.D.O. with the authorized bank the purpose of the distribution of Pension and Pension Benefits of the Pensioner in his office and all other payments payable by the D.D.Os (hereinafter referred to as "D.D.O. Account")
- 2. The bank shall indemnify the Govt. of Maharashtra against any over payment/fraudulent payment, resulting in the loss of the monies of the Government of Maharashtra, if the same is caused due to any negligence, omission on the part of the bank in not following or strictly adhering to the instructions issued from time to time by the Government of Maharashtra.
- 3. The bank shall be solely responsible for allowing overdraft in the account of the Pensioners and the Government does not take any responsibility for the same.
- 4. The Bank shall not charge any type of commission while implementing the said scheme.
- 5. The Bank shall not demand agency charges for any transactions under the said scheme.

- 6. The Bank shall open, without any additional charges, Pensions Saving Accounts of all Govt. Pensioners including Class IV Pensioners with zero balance. The Bank shall allow the Government Pensioners to maintain Zero Minimum balance in the account. The Bank shall also provide one free cheque book as per the bank's rule and free monthly statement / pass book to the Government Pensioners should be provided by the Bank.
- 7. At no point of time, the Bank will impose on the Pensioners, in any manner whatsoever, any cost of the service or facilities mentioned above which are to be provided by the Banks free of cost as per Clause 13 above. Further, at no point of time shall the bank withdraw or suspend any of these facilities or services from the Pensioners.
- 8. The Bank shall do and validate the basic one time data entry of the information regarding the Pensioners free of cost based on the information regarding the employees free of cost based on the authenticated information given by the D.D.O. to the bank.
- 9. The Government of Maharashtra agrees that it shall keep the bank informed about any change in the method of operation of accounts.
- 10. i)Both parties shall at all times conduct themselves within the parameters of Law and shall not commit or permit the commission of any offence and in event of any offence being committed by either party the other party shall not be directly or vicariously liable.
 - ii)Both parties at any time and maintain all such security precaution, checks and controls as may be necessary for or in connection with the discharge of their respective duties and obligations under the agreement.
 - iii)Any notice or notification in connection with the agreement shall be in writing and any notice or other hereto shall be addressed to bank or Government of Maharashtra at their respective addresses mentioned hereinabove.
- 11. Under no circumstances the Bank can attach the pension account
- 12. The Government of Maharashtra shall be entitled to terminate the agreement by giving prior written notice to the bank not less than 30 days on the grounds as follows:
 - (i) in case of breach of any, or part of the terms and condition of this agreement by the bank.

OR

(ii) If there is violation in the performance of a Contract on part of the bank.

- (iii) Any other reason, which may deem fit or sufficient to the Government of Maharashtra.
- 13. If the Bank decided to terminate the agreement, a prior written notice not less than thirty days shall be given to the Government of Maharashtra.
- 14. All disputes and differences arising out of the clauses of this agreement as regarding interpretation of any clause or clauses herein above shall be referred to and decided by the Principal Secretary/Additional Chief Secretary (Finance Department), Government of Maharashtra who shall be the sole arbitrator and his decision shall be final.
- 15. All legal disputes are subject to the jurisdiction of Mumbai Civil Courts only.
- 16. A list of other facilities the bank desires to provide free of any charges is attached herewith as Annexure "A".

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of shri]
General Manager & Zonal Head,]
Zonal Office, Mumbai]
in the presence of]
(i)	
(ii)	